

Atty. Docket No. CH919990043
(590.041)

REMARKS

Applicants and the undersigned are most grateful for the time and effort accorded the instant application by the Examiner. Claims 1-16 again stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Ferstenberg et al. in view of Applicants' alleged admissions. The Office is respectfully requested to reconsider the rejections presented in the outstanding Office Action in light of the following remarks.

Regarding the Examiner's rejection of Claims 1, 2, 10-12, 15, and 16, the Examiner indicates that the limitations (a), (b), and (d), as represented in Claim 1, as well as the further limitations to (b) and (d), as represented in dependent Claim 2, are admitted prior art by the Applicant. The Applicant respectfully disagrees and, therefore, the following discussion will first indicate why the Applicant has not admitted the limitations as indicated by the Examiner. Additionally, the further dependent limitations of Claims 3-9, 13, and 14 are said to be taught by Ferstenberg et al. The discussion will proceed to address why Ferstenberg et al. does not make the present claimed invention obvious in view of the Applicants' supposed admitted prior art, thus, further requiring the withdrawal of the rejections to the claims.

In the Applicants' Background of the Invention it states, "[a]n example of an MMF [match-making facility] is provided by the OMG (Object Management Group) CORBA (Common Object Request Broker Architecture) trading service" and that in such a service "[a] supplier...sends the MMF...a description of the offered product, and this is stored by the trader together with product descriptions from other suppliers. The product

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description sent by a supplier is defined by a set of data elements, or 'properties,' each of which defines a particular feature of the offered product." (Page 2, lines 12-14) A client using the service will indicate a product and features that the client is interested in and the MMF will subsequently match the client's "constraint expression" with any matching products as described by the supplier's indicated features. (Page 2, line 16-18) "To allow for the fact that a certain product feature may be variable, so that the feature cannot be fully specified when an exporter initially supplies a product description for advertisement, the trader recognizes a form of updatable data element which can be used by an exporter for a variable feature in its product description." (Page 2, line 18 - Page 3, line 3) These "dynamic properties" simply enable a trader to obtain the most current product features for use in determining whether the product matches the constraint information provided by a client of the service. (Page 3, lines 3-17)

As is clearly indicated in the background:

In the CORBA trading service described above, the match-making is a **one-way process** in which a match is identified based on comparison of constraint data supplied by the clients with feature data describing products offered by suppliers. [The present invention] discloses match-making systems in which the match-making is **bi-directional**.

(Page 3, line 18 - Page 4, line 3)(emphasis added) The limitations rejected in the Office Action are fully directed to the bi-directional nature of the present invention, which in no way has been admitted in the Applicants' background. The background does not go beyond merely pointing out the novelty of the present invention as compared to what is old in the art.

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The representative steps in Claim 1 distinctly claim the method of the present invention. The differences between the disclosed background and the presently rejected steps will now be considered in detail. Step (a) of Claim 1 provides:

[R]eceiving from the client device a client requirement comprising constraint data in standard CORBA constraint language, indicative of a set of required product features, and at least one updateable feature data element, indicative of a variable required product feature, which includes address data indicative of a location from which a current specification of the variable feature can be obtained by the trader device in response to an update request from the trader device...

Generally speaking and in no way intended to alter or limit the actual language of the Claim, step (a) comprises a client sending dynamic constraint data, i.e., constraint data which is clearly updateable to reflect that client's product requirements, to a trader. The Applicants' background discussion in no way discloses such a step for the simple reason that the prior art does not perform such a step. The background, at most, discloses a supplier having dynamic data capability, **but not a client**. This is one of the ways in which the prior art is not bi-directional and does not disclose the limitations as provided by Claim 1, step (a).

Claim 1, step (b) recites, "[c]omparing the constraint data and the feature data...". The alleged admitted art discloses comparing constraint data and feature data, however, not of the type in step (b), since the client constraint data is fundamentally different in that it is dynamic data, unlike the prior art. Therefore, step (b) is clearly not taught by the alleged admitted prior art since fundamentally different data is being compared.

Step (d) of Claim 1 recites, "[d]etermining that a match exists between the client

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requirement and the supplier offer if said feature data corresponds to said constraint data and said negotiation success condition is satisfied.” Since, as indicated above, both the supplier and the client have updateable data, i.e., product feature data and required product feature data, respectively, the determination of a match is a different determination than the situation as said to have been admitted by the Applicants in which the determination is based upon different feature data of the supplier and client, i.e., updateable and non-updateable static data, respectively. Again, clearly different inventions are involved and disclosed.

Steps (b) and (d) as presented in dependent Claim 2 express more of the present invention’s novel bi-directional capabilities. These steps are related to a very important distinction between the present invention and the alleged prior art. Claim 2 comprises a supplier’s offer containing constraint data related to constraints that can be placed upon the client and the step including “[c]omparing the constraint data of the supplier offer with the feature data of the client requirement...,” such that a determination can be made whether a “negotiation success condition” has been achieved. The background makes it clear that the prior art does not anticipate, teach, or suggest a supplier’s offer containing constraints upon the client, thus further illustrating the novel bi-directional nature of the current invention. At most the background discloses client constraints.

Regarding the Ferstenberg et al. reference, it is respectfully submitted, for the following reasons, that the reference fails to teach or suggest the present invention and specifically fails to teach any of the further limitations for which the reference is particularly cited. It should, however, be clearly noted that the failure of the cited

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admitted prior art, as discussed above, to teach the limitations of the independent claims as indicated in the Office Action requires the withdrawal of the obviousness rejections, since all of the limitations have not been taught or suggested as required for such rejections. Ferstenberg et al. fails to overcome the deficiencies of the so-called admitted prior art described above.

In the Applicants' last reply and amendment to the claims, the independent claims were amended to recite, *inter alia*, "constraint data in standard CORBA constraint language." In response to the amendment and corresponding remarks, the Examiner summarily indicated that such amendments were fully considered but not found to be persuasive. No further indication as to how such a conclusion was reached is presented beyond, "Applicant's assertions regarding the newly-added limitation have been addressed in the rejections below." (Office Action Page 2) However, the rejections are, essentially, identical rejections to those previously applied. The Independent Claims' limitations containing the amended CORBA language remains rejected as being taught by the Applicants' supposed admissions. The Applicant respectfully, once again, disagrees.

As was already indicated, above, the prior art teaching is fundamentally different, because it is not bi-directional and, therefore, is incapable of the type of negotiated process contemplated by the current invention. Since the limitation containing CORBA language is not taught by the Applicants' background, the only support for the rejection must be found in Ferstenberg et al. However, as indicated in the prior reply Ferstenberg et al. fails to teach or suggest a CORBA language bi-directional negotiated trading process as is claimed herein.

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As the Applicants' counsel indicated in its last reply:

The present invention is broadly direct[ed] to a match-making process in which supplier offers can be matched to client requirements and updatable feature data elements are provided by both parties and current specifications for the features in question can be obtained repeatedly by the trader device so that a condition dependent on these current specifications can be evaluated as part of the match-making process. (Page 6, lines 1-6) By providing for repeated updates of updateable feature data elements in this way, the updateable feature data elements can be exploited to enable a client and supplier to successively modify the required and offered features, thus providing a mechanism for conducting structured negotiations between the parties as part of the match-making process. (Page 6, lines 6-10) Thus, embodiments of the invention provide an elegantly simple and efficient process for supporting negotiation in the match-making operation.

In contrast, Ferstenberg et al. appears to be directed to a computer process for intermediated exchange of commodities. "According to this invention, the e-agents negotiate an intermediated exchange through an intermediary computer program. E-agents, acting in conjunction with the intermediary, process data so as to substantially maximize a tradeoff between the amounts exchanged and the fairness of the exchange. An intermediary program constructed according to this invention acts to substantially maximize the aggregate number of units of commodities exchanged in a fair manner that is acceptable to the participants." (Col. 3, lines 42-50) Generally, it appears "[e]-agents do not communicate directly with each other, and are not aware of each other's identity or existence." (Col. 31, lines 13-16) The cited art appears to disclose an e-agent that is a program for essentially "[m]aximizing a utility function within the limits established by optional constraints." (Col. 23, line 67- Col. 24, line 1) The cited reference concerns itself with, and is adapted to, commodities trading and more specifically financial commodities trading. (See Col. 23, lines 50-62) This focus is reflected in the basic fair

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allocation function of the invention's intermediary; the unidentified anonymous e-agents; as well as the e-agent's use of commodity utility functions to maximize their counter-offers. It is clear that the underlying purposes between the claimed invention and Ferstenberg et al. are different, which, in turn, has resulted in the processes themselves being substantially different, which in turn has required the use of substantially different elements to create and use the processes. As the Examiner is well aware, a 35 USC 103(a) obviousness rejection requires three basic criteria be met, namely: (1) the combined references must teach or suggest all of the claim's limitations; (2) a suggestion or motivation to make the modification or combination; and (3) an expectation of success. Reconsideration and withdrawal of the present rejections are hereby respectfully requested since none of these criteria have been shown to be present.

As indicated from the outset the combined references fail to teach the present invention and all of its claimed limitations. More specifically, the alleged admitted prior art does not disclose the novel bi-directional type of invention currently claimed and discussed above, nor does Ferstenberg teach an exchange process using the CORBA language having the same elements as does the present invention. Simply stated, Ferstenberg fails to overcome the deficiencies and teach that which the admitted prior art does not. The Applicant fails to see how one skilled in the art would have any expectation of success in combining the references cited, where such fundamentally different processes are involved. Finally, in light of the above discussed shortcomings regarding the cited prior art and that of any expectation of success, there is no support for concluding a motivation to make the combination exists either. It should, also, be noted

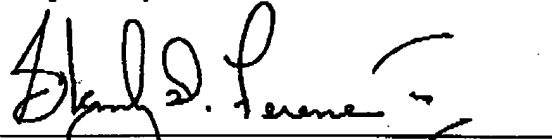
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that even if there were a motivation for the combination, the combination does not teach or suggest the claimed invention. Thus, the rejections applied to the current invention have not met the requirements as set forth by Congress in 35 USC § 103(a) for finding the invention to be obvious over Ferstenberg et al. in view of Applicants' own admission.

In view of the foregoing, it is respectfully submitted that Claims 1, 10, 12, 15 and 16 are fully distinguishable over the applied art and are thus allowable. By virtue of dependence from these claims, it is thus also submitted that Claims 2-9, 11 and 13-14 are also allowable at this juncture.

In summary, it is respectfully submitted that the instant application, including Claims 1-16, is presently in condition for allowance. Notice to the effect is hereby earnestly solicited. If there are any further issues in this application, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,



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